

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1. INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor, and dated "TBD" are hereby incorporated by reference.

### H.2. STANDARD INSURANCE REQUIREMENTS

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability To Third Persons," (MAR 1996) the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) in an amount required by the applicable Federal and State Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance in the amount of \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

### H.3. CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data which is in the public domain at the time of receipt by the Contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data which the Contractor can demonstrate was already in its possession at the time of receipt thereof; or